AMENDMENT OF SOLICITATION/MODIFICATION OF CONTR			Т	1. Contract ID C	ode	Page of I	
2. AMENDMENT MODIFICATION NO.	3. EFFECTIVE DATE				5. PROJECT NO.	1 (if applicab	le)
PO09	4-1-14	7PM-14-0111			VPP	,	
6. ISSUED BY CODE GSA PBS 7PQB ACQUISITION MANAGEMENT DIV - SERVICES BRANCH 819 TAYLOR ST 12B01 FORT WORTH TX 76102	7PQB	7. ADMINISTERED B See Block 6		100	CODE		
B. NAME AND ADDRESS OF CONTRACTOR (NO. KIC DEVELOPMENT, LLC 1749 OLD MEADOW ROAD, STE 301 MCLEAN VA 22102	, Street, Country, State and 2 DUNS: 1181 Cage Code:	25678	(x)	9A. AMENDME 9B. DATED (SI	EE ITEM 11)	ION NO.	
Larry Daniels Tony April (703) 418-6300			×	10A. MODIFIC	ATION OF CONTRA GS-07P-11-JU-D-00		R NO.
2025	EAGUITY CODE			10B. DATED (S			
CODE 00019251	FACILITY CODE IS ITEM ONLY APPLIES TO	AMENDMENTO	20110		01, 2011		
The above numbered solicitation is amended at Offers must acknowledge receipt of this amendment (a) By completing items 8 and 15, and returning or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR TYOUR OFFER. If by virtue of this amendment your telegram or letter makes reference to the solicitation 12. ACCOUNTING AND APPROPRIATION DATA (COUNTING AND APPROPRIATION DATA (COUNTING AND APPLIES TO MODIFICAT CHECK One A. THIS CHANGE ORDER IS ISS CONTRACT ORDER NO. IN IT	is set forth in item 14. The hot prior to the hour and date spcopies of amendment; (it a reference to the solicitation HE RECEIPT OR OFFERS P desire to change an offer aire and this amendment, and is f required) ION OF CONTRACTS/ORDI UED PURSUANT TO: (Speciem 10A. INTRACT/ORDER IS MODIF SET FORTH IN ITEM 14, PUEMENT IS ENTERED INTO	our and date specified for pecified in the solicitation of the sol	for reco	eipt of offers as amended, by coor this amendment of this amendment of the second of this amendment of the second of this amende by the second of the second	ne of the following man on each copy of the JR ACKNOWLEDGD MAY RESULT IN It telegram or letter, pecified. Modification Amoution Obligated Amounion Obligated Amounion Area and Area MAD	nethods: ne offer sub MENT TO I REJECTIO provided ea nt: \$1,299 punt: \$108 ED IN ITE	omitted; BE N OF Ich 0,056.16 3,254.68
E. IMPORTANT: Contractor is not, is no	ION (Organized by UCF sec 3, 8(a) Custodial Services a period 04/01/2014 - 03/3	tion headings, including in Brownsville, TX 31/2015 per FAR 52. In heretofore changed, remains the control of the changed in the control of the changed in the control of the changed in the changed in the control of the changed in the control of the changed in t	.217-S	DE CONTRACTING	end the Term of th	e Contrac	it.
President	450 DATE DIGHT	16D UNITED OTAS	YCO 0	C AMEDICA	400 DATE 0	CNED	
15B. CONTRACTOR/OFFEROR Redacted per 5 U.S.C. § 552(b) (Signature of person authorized to sign)	(6) A Pri 2014	16B. UNITED STAT Redacted per 5 (Signature of Cor	5 U.S	.C. § 552(b)(16C. DATE SI		

Continuation Page

Continued from Block 14...

The current contract value of \$3,630,280.92 is increased by \$1,299,056.16 for a new contract value of \$4,929,337.08. The current monthly invoice amount of \$106,473.71 is increased by \$1,780.97 for a new monthly invoice amount of \$108,254.68.

All other terms and conditions remain unchanged.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	TINU	UNIT PRICE \$	AMOUNT \$
013	(New Line Item) Accounting and Appropriations Data: 1B1G00273.2014.192X.07.PG61.P07250B1.K08.PGA11 Cost Applied: \$108,254.68 Contractor Email: Idaniels@kikiktagruk.com Effective 04/01/2014, the monthly price for Option Ill increases by \$1,780.97 from \$106,473.71 to \$108,254.68. The period of performance amount for Option Ill is hereby increased by \$1,299,056.16 from \$3,630,280.92 to \$4,929,337.08. An amount of \$108,254.68 is needed to cover the obligation for the monthly price increase for April 2014. The remaining amount of \$1,190,801.48 for the period of May 1, 2014 through March 31, 2015 will be incrementally obligated in accordance with the revised LoGO clause schedule in Paragraph J. The remaining month is subject to the Limitation of Government's Obligation contract clause and will be funded in one-month increments. The contractor will be sent an email to the above email address when the subsequent monthly increment of funding is provided. Exercise option Ill for custodial services for Brownsville, TX, for the period 04-01-14 through 03-31-15. Accounting and Appropriation Data: 1B1G00273.2014.192X.07.PG61.P07250B1.K08.PGA1107020835. \$33,175.10 1B1G00273.2014.192X.07.PG61.P07250B1.K08.PGA1107020834. \$22,157.45 1B1G00273.2014.192X.07.PG61.P07250B1.K08.PGA11TX0556LT. \$1,053.15 1B1G00273.2014.192X.07.PG61.P07250B1.K08.PGA11TX0556LT. \$1,053.15 1B1G00273.2014.192X.07.PG61.P07250B1.K08.PGA11TX0556LT. \$1,053.15 1B1G00273.2014.192X.07.PG61.P07250B1.K08.PGA11TX0556LT. \$1,075.42 1B1G00273.2014.192X.07.PG61.P07250B1.K08.PGA11TX0316ZZ. \$16,545.40	12.00	MO	108,254.68	1,299,056.

CLAUSE: Limitation of Government's Obligation.

As prescribed, use the following clause:

LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Contract line item 001 is incrementally funded. The sum of \$108,254.68 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in Paragraph (J) of this clause.
- (b) For item identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable to the Government, including reimbursement in the event of termination of this item for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on this item beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for this item regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item for convenience includes costs, profit, and estimated termination settlement costs for this item.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor shall be notified that funding is available by email (as annotated on the modification document) to the contractor 15 days prior to the incremental funding dates as outlined in Paragraph J. Notice of funding will also be provided via a website (https:\\finance3.gsa.gov). If after such notification additional funds are not allotted prior to the expiration date, the Contracting Officer will terminate any item for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for the Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line item identified in the paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with the contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date.
- (e) If, solely, by reason of failure of the Government to allot additional funds, by the dates indicated below in Paragraph J, in amounts sufficient for timely performance of the contract line item identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regards to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.

(j) The parties contemplate that the Government will allot funds to this contract in increments from the date of award in accordance with the following schedule:

April 1, 2014	\$108,254.68
May 1, 2014	\$108,254.68
June 1, 2014	\$108,254.68
July 1, 2014	\$108,254.68
August 1, 2014	\$108,254.68
September 1, 2014	\$108,254.68
October 1, 2014	\$108,254.68
November 1, 2014	\$108,254.68
December 1, 2014	\$108,254.68
January 1, 2015	\$108,254.68
February 1, 2015	\$108,254.68
March 1, 2015	\$108,254.68

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. Contract ID Code Page of P						Pages		
ANTI- AT PARTIES AND ANTI- AT THE ATTENDED AND ATTENDED ATTENDED AND ATTENDED ATTENDED AND ATTENDED ATTENDED AND ATTENDED ATTENDED AND ATTENDED AND ATTENDED AND ATTENDED AND ATTENDED AND ATTENDED ATTENDED AND ATTENDED AND ATTENDED ATTENDED AND ATTENDED AND ATTENDED AND ATTENDED ATTENDED AND ATTENDED ATTENDED AND ATTENDED ATTEND						1	3	
2. AMENDMEN	NT MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable				ole)	
6. ISSUED BY	PS10 CODE	AUG 01, 2014	7PM 7. ADMINISTERED I	N-14-00		CODE		
GSA PBS 7PQB	CODE	7PQB	See Block 6	D1 (II (other than item 6)	CODE		
	NAGEMENT DIV - SERVICES BRANCH		See block o					
819 TAYLOR ST 1 FORT WORTH TX								
8. NAME AND KIC DEVELOPME	ADDRESS OF CONTRACTOR (NO.		381 83.144.23 *** 1189	(x)	9A. AMENDME	ENT OF SOLICITAT	ION NO.	
	DW ROAD, STE 301	DUNS: 118 Cage Code	100 100 100 100 100 100 100 100 100 100	()	-			
MCLEAN VA 2210		0.90 0000			9B. DATED (S	EE ITEM 11\		
					9B. DATED (S	EE II EWI II)		
			-		10A. MODIFIC	ATION OF CONTRA	ACT/ORDE	ER NO.
Less Deviels (70)	2) 440 6200			X		GS-07P-11-JU-D-00		T10110T1
Larry Daniels (703	3) 410-0300			^	10B. DATED (S	SEE ITEM 13)		
CODE 000192	251	FACILITY CODE				01, 2011		
00010		IS ITEM ONLY APPLIES TO	O AMENDMENTS OF	SOLIC	CITATIONS			
The about	e numbered solicitation is amended a	a not forth in itom 14. The h	our and data anacified	for roo	point of offers	is sytanded Di	s not exter	ndad
	knowledge receipt of this amendment							idea.
(a) By completi	ng items 8 and 15, and returning	copies of amendment; (b) By acknowledging r	eceipt	of this amendme	nt on each copy of t	he offer su	
	ate letter or telegram which includes a THE PLACE DESIGNATED FOR TH							
YOUR OFFER	. If by virtue of this amendment your of	desire to change an offer alre	eady submitted, such of	change	may be made by	telegram or letter,		
	er makes reference to the solicitation ING AND APPROPRIATION DATA (I		s received prior to the o	openin	g hour and date s	Modification Am	ount: \$23	5.150.08
See Schedule					Modifica	ation Obligated Ar		
13. THIS ITE	M ONLY APPLIES TO MODIFICAT	ION OF CONTRACTS/ORD	ERS. IT MODIFIES TH	HE CO	NTRACT/ORDE	R NO. AS DESCRIE	BED IN ITE	M 14.
Check One	A. THIS CHANGE ORDER IS ISS		cify authority) THE CHA	ANGE	S SET FORTH IN	ITEM 14 ARE MAD	E IN THE	
CONTRACT ORDER NO. IN ITEM 10A.								
13								
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							n paying	
	1 136 5					. 103(b).		
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes								
A TAN 02.240-1 Ollariges								
	 D. OTHER (Specify type of modified) 	ication and authority)						
				15				
	NT: Contractor is not, X i					issuing office.	foosible)	
	TION OF AMENDMENT/MODIFICAT ntract No GS-07P-11-JU-D-0028	. m 지원 아님의 문문 전환에 제공하다. 그렇게 하는 아이라는 그 아이라	5일 : U 100년 : 4 Hill Hand Her Tell, 11 Her an 11 100 (11 10 10 10 10 10 10 10 10 10 10 10 10 1	ig solle	citation/contract s	ubject matter where	leasible)	
	ion is to add the Los Indios LPOE			ices o	contract for the	period 08/01/2014	through	
	This will include any option period		(-)				3	
See Continu	uation Page							
			0.00					
	I herein, all terms and conditions of the docum ID TITLE OF SIGNER (Type or print)					NG OFFICER (Type	or print)	
1	- : -		Danny Killian, Contract	ting Offic	cer		00000 1 0000 1000 1000 1000 1000 1000 1	
Larr	Y Daniels, Pre	s. KICD	817-978-0250 danny.	killian@	gsa.gov			
15B CONTRA	CTOR/OFFEROR	15C. DATE SIGNE	D 16B. UNITED STA	TES	DE AMEDICA	16C. DATE S	IGNED	
	per 5 U.S.C. § 552(b		Redacted per			030000000000000000000000000000000000000	IGIVED	
Reddeleu	per 5 0.0.0. 8 552(L	Q/2/1201	J		J. J. J 002(D)	8-4-14		
		0/7/00				U +-1+		
(Signature of p	person authorized to sign)		(Signature of Co	ontracti	ng Officer)			

Continuation Page

Continued from Block 14...

The current awarded contract value of \$4,929,337.08 is increased by \$235,150.08, for a new awarded contract total of \$5,164,487.16.

Effective August 1, 2014, the monthly price is increased by \$29,393.76 from \$108,254.68 to \$137,648.44.

For the Option IV period of performance April 1, 2015 through March 31, 2016, the total contract value will increase by \$364,070.08, for a new contract value of \$10,193,973.67.

All other terms and conditions remain unchanged.

	SCHEDULE Co.	ntinued			
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	Accounting and Appropriation Data: 1B1G00273.2014.192X.07.PG61.P07250B1.K08.PGA1107020842 Cost Applied: \$29,393.76				
	1B1G00273.2014.192X.07.PG61.P07250B1.K08.PGA11TX0343LI Cost Applied: \$0.00				
	(New Line Item) Contractor email: Idaniels@kikiktagruk.com				
	Effective 08/01/2014, the period of performance amount for the addition of Los Indios LPOE is hereby increased by \$235,150.08 from \$4,929,337.08 to \$5,164,487.16.				
	An amount of \$29,393.76 is needed to cover the obligation for the monthly price increase for August 2014.				
	The remaining amount of \$205,756.32 for the period of September 1, 2014 through March 31, 2015 will be incrementally obligated in accordance with the revised LoGO clause schedule in Paragraph J.				
	The contractor will be sent an email to the above email address when the subsequent monthly increment of funding is provided.				
0014	Incorporate custodial services for Los Indios port of entry into 8(A) custodial services contract for Brownsville, TX, for the period 08-01-14 through 03-31-15.	8.00	MO	29,393.76	235,150.08
	(New Line Item)				OPT
0015	Option IV: Incorporate custodial services for Los Indios port of entry into 8(A) custodial services contract for Brownsville, TX, for the period 04-01-15 through 03-31-16.	12.00	MO	30,339.17	364,070.04
	Period of Performance: 04/01/2015 to 03/31/2016				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRAC			CT 1. Contract ID Code			Page of	Pages 4		
2 AMENDMEN	NT MODIFICATION NO.				RCHASE REQ. NO. 5. PROJECT NO. (if applicable)				
Z. AMENDINE	PS11		4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)				16)		
6. ISSUED BY	CODE	2-24-15 7PQB	7. ADMINISTERED BY (If other than item 6) CODE						
GSA PBS 7PQB		,, Q 5	See Block 6						
ACQUISITION MA 819 TAYLOR ST 1	NAGEMENT DIV - SERVICES BRANCH								
FORT WORTH TX									
8. NAME AND KIC DEVELOPME	ADDRESS OF CONTRACTOR (NO.	, Street, Country, State and 2 DUNS: 1181	, i	(x)	9A. AMENDME	ENT OF SOLICITAT	ION NO.		
	DW ROAD, STE 301	Cage Code:	P		İ				
MCLEAN VA 2210	02	·			9B. DATED (SI	EE ITEM 11\			
					3B. BATED (61				
			-		10A. MODIFIC	ATION OF CONTRA	CT/ORDE	R NO.	
Lorry Doniele (70°	2) 449 6200			X		GS-07P-11-JU-D-00			
Larry Daniels (703	5) 416-0300			^	10B. DATED (S	SEE ITEM 13)			
CODE 000192	251	FACILITY CODE	·			01, 2011		ĺ	
50010		IS ITEM ONLY APPLIES TO	AMENDMENTS OF	SOLIC					
П									
	e numbered solicitation is amended a knowledge receipt of this amendment		•		•		s not exten	ded.	
(a) By completi	ng items 8 and 15, and returning	copies of amendment; (o) By acknowledging r	receipt o	of this amendme	nt on each copy of th	ne offer sul		
. (-)	ate letter or telegram which includes THE PLACE DESIGNATED FOR TH								
YOUR OFFER.	. If by virtue of this amendment your	desire to change an offer alre	ady submitted, such o	change	may be made by	telegram or letter, p			
	er makes reference to the solicitation ING AND APPROPRIATION DATA (received prior to the o	opening	hour and date s	pecified. Modification An	nount: \$7/	164 36	
See Schedule	•	n required)			Modifica	tion Obligated An			
	EM ONLY APPLIES TO MODIFICAT	ION OF CONTRACTS/OPD	EDS IT MODIEIES TO	UE COI	NTPACT/OPDE	NO AS DESCRIB	ED IN ITE	M 14	
Check One	A. THIS CHANGE ORDER IS ISS							171.	
CHECK OHE	CONTRACT ORDER NO. IN IT		.,						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying							paying		
office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).									
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:									
X	FAR 52.243-4 Changes								
	D. OTHER (Specify type of modification and authority)								
	2. C (eposity type of mountains and definity)								
E. IMPORTA	NT: Contractor is not,	s required to sign this doc	ument and return _	_1_	_ copies to the	issuing office.			
14. DESCRIP	TION OF AMENDMENT/MODIFICAT	ION (Organized by UCF sec	tion headings, includir	ng solic	itation/contract s	ubject matter where	feasible)		
Reference Co	ntract No. GS-07P-11-JU-D-0028	3, 8(a) Custodial and Grou	unds Keeping Servi	ces for	the Brownsvill	e, TX area.			
This madificat	ing in for the course adjustment for	the Option III period 04/	14/204 4 Abrassah 03/	124 120	4.5				
See Continu	ion is for the wage adjustment for	r the Option in period 04/0	71/2014 through 03/	131120	15.				
occ contin	dation rage								
	herein, all terms and conditions of the docum	nent referenced in item 9A or 10A, a							
15A, NAME AN	ID TITLE OF SIGNER (Type or print)		16A. NAME AND 1 Danny Killian, Contract			NG OFFICER (Type	or print)		
Lann	y + laviale = F	resident	817-978-0250 danny.	killian@g	jsa.gov				
/ will	/ Laners ,								
15B. CONTRAC	CTØR/OFFEROR	15C. DATE SIGNE				16C. DATE S	GNED		
Redacted	per 5 U.S.C. § 552(b)	(6) (7) 22 201A	Redacted per	5 U.S	s.C. § 552(b)				
		Feb 23, 2013				2-24-15		1	
(Signature of n	person authorized to sign)		(0)		0.5				
, org. rature of p	add or mod to digit/		(Signature of Co	ontractir	ng Officer)				

Continuation Page

Continued from Block 14...

Effective April 1, 2014, the current contract value of \$5,164,487.16 is increased by \$70,164.36 for a new contract value of \$5,234,651.52.

The current monthly invoice of \$137,648.44 is increased by \$5,847.03 for a new monthly invoice of \$143,495.47.

This is a full 12 month retroactive modification that will be paid in March 2015 as final payment.

The contractor will be allowed to submit a one time invoice in the amount of \$70,164.36 for the period 04/01/2014 - 03/31/2015.

All other terms and conditions remain the same.

	SCHEDULE Continued							
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$			
	Accounting and Appropriation Data:							
	1B1G00273.2015.192X.07.PG61.P07250B1.K08.PGA1107020813							
	Cost Applied: \$9,301.80							
	1B1G00273.2015.192X.07.PG61.P07250B1.K08.PGA1107020842							
	Cost Applied: \$14,869.92							
	1B1G00273.2015.192X.07.PG61.P07250B1.K08.PGA11. .TX0316ZZ.							
	Cost Applied: \$8,433.84							
	1B1G00273.2015.192X.07.PG61.P07250B1.K08.PGA11. .TX0556LT.							
	Cost Applied: \$536.88							
	1B1G00273.2015.192X.07.PG61.P07250B1.K08.PGA11. .TX0554LT.							
	Cost Applied: \$8,703.96							
	1B1G00273.2015.192X.07.PG61.P07250B1.K08.PGA11.							
	Cost Applied: \$16,910.40							
	1B1G00273.2015.192X.07.PG61.P07250B1.K08.PGA11.							
	Cost Applied: \$11,294.40				i			
	1B1G00273.2015.192X.07.PG61.P07250B1.K08.PGA11. .TX0343LI							
	Cost Applied: \$113.16							
	(New Line Item) NOTE: The certificate of funding reflects 12 months of funding (April 1, 2014 through March 31, 2015) in the amount of \$70,164.36. This is a full 12 month retroactive modification that will be paid in March 2015 as final payment.							
	Cost Applied: \$70,164.36							
	Contractor Email: Idaniels@kikiktagruk.com							
	Effective 04/01/2014, the Option III wage adjustment amount of \$70,164.36 hereby increases the total contract value \$5,164,487.16 to \$5,234,651.52.							
	An amount of \$70,164.36 is needed to cover the obligation for the monthly price increase of \$5,847.03 for the Option III twelve-month period of performance 04/01/2014 through 03/31/2015 in accordance with the revised LoGO clause schedule in Paragraph J.							
6	Wage adjustment for Brownsville custodial services for option III for the period 04-01-14 through 03-31-15.	12.00	МО	5,847.03	70,164.			
	SHIP TO:							

THAC		LE Continued	1 1997-	I I I I I I I I I I I I I I I I I I I	
TEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	GSA-PBS-7POS-C-MC				
	Non-Prospectus Branch - Border Team				
	1101 East Hackberry, Suite 200 MCALLEN TX 78501				
	MCALLEN IX 76501				
				1	
	<u> </u>				
	•				
				1	
	İ	ı			

CLAUSE: Limitation of Government's Obligation.

As prescribed, use the following clause:

LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Contract line item 0016 is incrementally funded. The sum of \$207,812.80 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in Paragraph (J) of this clause.
- (b) For item identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable to the Government, including reimbursement in the event of termination of this item for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on this item beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for this item regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item for convenience includes costs, profit, and estimated termination settlement costs for this item.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor shall be notified that funding is available by email (as annotated on the modification document) to the contractor 15 days prior to the incremental funding dates as outlined in Paragraph J. Notice of funding will also be provided via a website (https:\\finance3.gsa.gov). If after such notification additional funds are not allotted prior to the expiration date, the Contracting Officer will terminate any item for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for the Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line item identified in the paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with the contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date.
- (e) If, solely, by reason of failure of the Government to allot additional funds, by the dates indicated below in Paragraph J, in amounts sufficient for timely performance of the contract line item identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regards to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.

(j) The parties contemplate that the Government will allot funds to this contract in increments from the date of award in accordance with the following schedule:

March 1, 2015 (final	\$207,812.80
payment)	\$207,012.00